RANDOLPH TAX/Billing   68PTBM01
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SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

The attached Schedules Numbered IN2002.134.07 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.134 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	**RANDOLPH COUNTY, INDIANA** 100 South Main Street, Room 106 Winchester, Indiana 47394 ("Customer")
Attention: Matthew Henry, Contract Administrator Telephone No.: (866) 471-2900 ext. 130 Fax No.: (269) 567-2930 E-mail Address: matt.henry@manatron.com	Attention: Mr. Noel Carpenter Telephone No.: 765-584-0399 Fax No.: 765-584-2958 E-mail Address: _____

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

By: _____
(Signature)

Its: _____ Director of Contracts _____
(Title)

Date: _____

Witnessed: _____
(Signature)

Date: _____

RANDOLPH COUNTY, INDIANA

By: _____
(Signature)

Its: _____ County Assessor _____
(Title)

Date: _____

By: _____
(Signature)

Its: _____
(Title)

Date: _____

By: _____
(Signature)

Its: _____
(Title)

Date: _____

Witnessed: _____

Date: _____

SIGNATURE PAGE

Date: December 4, 2006 T.L.

SCHEDULES FOR MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE AND SERVICES

The attached Schedules Numbered IN2002.134.07 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.134 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
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Attention: Matthew Henry, Contract Administrator Telephone No.: (866) 471-2900 ext. 130 Fax No.: (269) 567-2930 E-mail Address: matt.henry@manatron.com	Attention: Mr. Noel Carpenter Telephone No.: 765-584-0399 Fax No.: 765-584-2958 E-mail Address: _____

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.   **RANDOLPH COUNTY, INDIANA**

By: _____   By: _____
     (Signature)   (Signature)

Its: _____   Its: _____
     (Title)   (Title)

Date: _____   Date: _____

Witnessed: _____   By: _____
     (Signature)   (Signature)

Date: _____   Its: _____
                                                        (Title)

                                                   Date: _____

                                                   By: _____
                                                        (Signature)

                                                   Its: _____
                                                        (Title)

                                                   Date: _____

                                                   Witnessed: _____

                                                   Date: _____

SIGNATURE PAGE

Date: December 4, 2006 T.L.

PROFESSIONAL SERVICES SCHEDULE FOR RANDOLPH COUNTY, INDIANA

Schedule No. OH2002.134.07 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. OH2002.134 between Manatron, Inc. and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES						
GENERAL DESCRIPTION OF SERVICES	Model Number	Days/QTY	Unit Price	Total Price	Office	Estimated Completion Date
eGovernment (PropertyMax)	PROPERTYMAX	1	$ 7,200.00	$ 7,200.00	Assessor	12/31/2006
Setup and Installation				$ -		
				$ -		
				$ -		
Total Professional Services Fees:				$ 7,200.00		

CONSULTATION/TRAINING SERVICES				
DESCRIPTION	Model Number	Days/QTY	Total Price	Office
None				
Total Consultation/Training Services Fees:			$ -	

All Professional & Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

PROFESSIONAL & CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Professional & Consultation/Training services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's Professional & consulting/training services.

ADDITIONAL PROFESSIONAL CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Manatron shall provide professional & training services to Customer in the amounts identified above. Any additional Professional or Training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's Professional & consulting/training services.

GENERAL PROVISIONS:
(1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
(2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
(3) Up to six hours of training are included in a "full day" of training;
(4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
(5) Manatron recommends one (1) person per PC/Terminal; and
(6) Class size not to exceed twelve (12) trainees.

Date: December 4, 2006 T.L.

MANATRON

DATABASE HOSTING SCHEDULE FOR RANDOLPH COUNTY, INDIANA

Schedule No. OH2002.134.07 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. OH2002.134 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Manatron is willing to maintain a server and to host a database that contains certain data that is properly formatted and submitted to it by Customer and other approved sources (the "Database"). Customer wishes to use Manatron's software to format data for compilation and inclusion in the Database. Customer may also wish to offer access to the Database on a subscription basis and to use other services made available by Manatron.

DATABASE HOSTING					
SOFTWARE USE LICENSE	Model Number	Hosting Fee	Support Fee	Data Extract Support	Comments
PropertyMax	PROPERTYMAX	$ 1,800.00	$ 3,240.00	$ 2,160.00	
TOTAL HOSTING/SUPPORT FEES			$ 7,200.00		

eGovernment is provided by Manatron and consists of the following:

- Provide Internet-based software to access the client's public data
- Populate the eGovernment software with county data from the appropriate system on a regular basis
- Set up a secure test web site for the county to verify the data conversion
- Provide programs and equipment to allow updating the Internet site with the County's data
- Provide a linkage to the county's "Home Page"
- Multi language support
- Customization of text labels, menus, and screen color - collectively referred to as the "site theme"
- On-going development and enhancement of the Manatron eGovernment applications
- Ensure proper third party product licensing
- Subscription services, credit card transactions, per-hit charges, escrow account, revenue sharing, if defined below.
- Ongoing support, i.e. software upgrades, "bug" fixes, telephone and e-mail support
- 24/7/365 monitored web site support

PAYMENT TERMS: Hosting fees are billed annually in advance commencing upon the first day of the month next following installation, and are subject to increases as defined in section 8.2 of the Master Agreement. Conversion Software Services will be billed upon installation.

Hardware: The Manatron hosted solution is a high-availability offering, which includes:

- 24/7/365 monitored infrastructure support (network/hardware/software)
- Fully fault-tolerant power
- Redundant backbone connection
- Redundant servers
- Constant proactive security analysis
- Intrusion detection and auditing
- Response time and user up-time monitoring
- Database monitoring and maintenance
- User subscription database administration
- Monthly system utilization reports
- Automated backups

Manatron will also provide a Reach-in Computer for the duration of the agreement. Ownership and control of this hardware will remain solely with Manatron for purposes of web data updates only. This hardware must reside physically in the same data center as the Manatron back-end system. No programs shall be loaded on the hardware by the Customer.

Web Server Address: One county determined domain name will be provided

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DATABASE HOSTING SCHEDULE FOR RANDOLPH COUNTY, INDIANA

Schedule No. OH2002.134.07 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. OH2002.134 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Frequency of Updates to Database: Customer shall make programmatic arrangements to provide Manatron with updated information for the Database on a daily basis or as agreed with customer. In no case shall the updates occur more than once per day.

Database Maintenance: Manatron agrees to establish and maintain the Database, and to update information as it is properly formatted and submitted to Manatron by Customer or by other sources approved by Manatron. Manatron will follow standard procedures for computer management of the Database, including backup measures, recovery procedures, file maintenance and expansion, change controls, problem resolution procedures, management and control of space use, performance reporting, and related security and administration. Manatron will provide load balanced web servers and a database server for the duration of this Agreement.

Security: Manatron agrees to implement commercially reasonable measures to protect the security of the Database and to prohibit unauthorized access to the Database. Manatron, however, makes no warranty or guarantee that the Database will be free from security breaches, and Manatron expressly disclaims any liability for loss or damage caused by unauthorized access to the Database.

Limitation of Liability: With respect to Manatron's obligations regarding the Database, Manatron and Customer mutually acknowledge that data entry, communication and storage are subject to a possibility of human and machine errors, omissions, delays, down time, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage or which may prevent access to the Database. Neither party undertakes or accepts any liability whatsoever to the other for errors, omissions, delays, interruptions, or losses, unless caused by that party's willful misconduct.

Database Link: Customer shall have access to the Database by linking to the web site located at the address provided. Customer shall be exclusively responsible for the purchase and maintenance of any third-party software and hardware that it needs to operate the Software, access the Database and update the information on the Database under this Agreement.

Database Information: Customer is exclusively responsible for the content and accuracy of any data it submits to Manatron for inclusion in the Database. Manatron will include such information in the Database as it is properly submitted. Customer is responsible for its data and media while such data and media are in transit to or from Manatron. Manatron may refuse to accept, and may return to Customer, any data that, in Manatron's opinion (a) does not comply with Manatron's applicable standards and procedures, or (b) are otherwise not in proper machine-readable form. Customer will be responsible for correcting rejected data and submitting the same for reentry in the Database.

Title to Data: Customer shall retain ownership of the data (in raw form prior to any formatting by the Software) that is submitted to Manatron. Customer grants Manatron the right and license to include the data in the Database and agrees that Manatron shall be the sole and exclusive external owner of the Database as a compilation of data. Manatron shall have the right to license, sell, and create derivative works from all data included in the Database.

Duty to Update Database: Customer shall be responsible for updating the information on the Database in accordance with the procedures set forth above. A Reach-in Computer will be provided by Manatron for use during the life of the hosting agreement. This Reach-in Computer allows secure data transfer from customer back office system to Manatron's hosting facility. Customer shall be responsible for ensuring proper operating environment/infrastructure for the Reach-in Computer. Environment will include appropriate internet connectivity, connectivity to Manatron back office system, power supply, and a secured room (datacenter). A dedicated phone line is also required to ensure service levels. Customer is responsible for ensuring integrity of back-office data and suitability for display on the web. Manatron and customer are jointly responsible to ensure the appointed loads via the Reach-in Computer.

Customer Home Page/Subscriber Access: Access to the Database shall be available to subscribers through a web site that Customer shall develop and maintain. Customer shall be responsible for the content of and maintenance of the web site. Subscribers shall have access to the Database in accordance with terms and conditions set forth at the host site. Manatron Provides a Welcome Page and all dynamic data access pages for access to the eGovernment web data. Working with the Customer, the welcome page can be one of many linked pages or it can be modified to act as the customer home page.

Price: Customer agrees to pay Manatron the database hosting fees and other fees specified above. Manatron shall have the right to adjust any fees for database hosting services upon thirty (30) days' prior written notice to Customer; provided, however, that Manatron shall not make more than one increase to the fees during any twelve-month period.

Assumption of Risks: Manatron shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless Manatron against any claim, injury, loss, damage or expense (including attorneys' fees), either direct or indirect, incurred, made or suffered by Customer in connection with or in any way arising out of the furnishing, performance or use of the Software, the host site and/or the Database.

Project Manager: Neither Manatron nor Customer is required to provide a Project Manager for this endeavor unless Database Hosting is part of an integrated project.

Acceptance: Upon use by Customer for any purpose other than testing.

Use License: The Software is licensed on a Site basis for Database Hosting Services, Customer will have access to use the Database and Web services only in connection with the operations thereof.

Date: December 4, 2006 T.L.

MANATRON

SUMMARY SCHEDULE FOR RANDOLPH COUNTY, INDIANA

Schedule No. OH2002.134.07 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. OH2002.134 between Manatron, Inc. and the undersigned Customer (the "Agreement").

ONE TIME FEES	
DESCRIPTION	**Total Price**
PROFESSIONAL SERVICES	$ 7,200.00
Total One Time Fees - Plus Freight:	**$ 7,200.00**

Payment Terms for One Time Fees: Manatron will invoice 100% of the Hardware and Third Party Software upon receipt by Customer. Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the Installation Date and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement, except for those instances in which the total Software amount is less than $10,000, in which case said amount shall be invoiced 100% on installation. Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income.

It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

ONGOING FEES	
DESCRIPTION	**Total Price**
TOTAL HOSTING/SUPPORT FEES	$ 7,200.00
Total Ongoing Fees:	**$ 7,200.00**

Payment Terms: Hardware Maintenance Services shall be invoiced annually, in advance, commencing on the first day of the month next following the date of Hardware installation or the commencement of Hardware Maintenance Services; whichever is earlier. If Manatron utilizes a third-party equipment maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Hardware maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

Payment Terms: Software Support: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

Date: December 4, 2006 T.L.

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